

1 Hemendra Naiker
2 22835 Mono Street, Hayward, Ca, 94541
3 Ph 510-2535103

FILED
2010 MAY 13 A 10:27
RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

4
5 US DISTRICT COURT
6
7 NORTHERN DISTRICT OF CALIFORNIA

8 Hemendra Naiker,
9 Plaintiff.

10 vs.
11 One West Bank/Indymac Federal Bank,
12 Quality Loan Service Corp.
13 Defendants.

- 14)
15) Case No.: C09-05384 MHP .
16)
17) MOTION TO RECONSIDER NOTICE OF NON-
18) OPPOSITION TO QUALITY LOAN SERVICE
19) CORPORATION'S DECLARATION OF
20) NONMONETARY STATUS.
21)
22) UNLIMITED CIVIL DIVISION
23)
24)
25) 5/17/2010
26)
27)
28)



22 Quality Loan Service Corporation is named in this litigation because it is the trustee
23 of the deed of trust. Due to an emergency in my family I was not able to file an objection and
24 Quality Loan Service Corp has claimed to file a Declaration of Nonmonetary Status. I have filed a
25 Complaint and Qualified Written Request but they have been very un-cooperative since the
26 beginning of the litigation. On their reply to my filed documents they have commented that
27 Quality Loan Service has filed Declaration of Nonmonetary Status and they have nothing to do

1 with this case. Needless to say, I am very concern. With all the news lately regarding the stories of
2 predatory lending, you have left me feeling that there is something Quality Loan Service Corp is
3 trying to hide. I have requested them in written to find out if they are the right party to foreclose on
4 my property and have not wrongfully foreclosed on my property. I have also requested a chain of
5 securitization of the note. They are looking for excuses and claiming not to do anything with this
6 case .Also attached is the "Notice of default and election to sell" that was recorded on 01/21/2009.
7 The substitution of Trustee was recorded on 03/17/2009 and notarized on 01/27/2009.This raises a
8 question of fact that my property was in process of foreclosure by the trustee that did not have any
9 power of fact. There are several other violations that have been found during the chain of
10 securitization. I would like the court to take this into consideration and request Quality Loan
11 Service Corporation to respond to plaintiff's request.

12 Dated: May 12th 2010

13 Hemendra Naiker.

PROOF OF SERVICE VIA USPS MAIL

I am employed in the county of alameda ,state of California. I am over the age of 18 and not a party to the within action. My Business address is 27426 Mitchell pl, Hayward California, 94544.

On May 12th, 2010 I served on interested parties in said action the within:

Reconsider declaration of non monetary status

By placing a true copy thereof in sealed envelope addressed as stated below.

Quality Loan Service
2141 5th Ave
San Diego, California,92101

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct.

Executed on May 12, 2010 at alameda county, California.

Avin Naiker

25

Recording requested by:
Quality Loan Service Corp

When recorded mail to:
Quality Loan Service Corp.
2141 5th Avenue
San Diego, CA 92101



2009021441

01/21/2009 03:48 PM

OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE:

14.00



2 PGS

JR

Space above this line for Recorder's use

TS No.: CA-09-236183-TC

Loan No.: 3002361362

IMPORTANT NOTICE
NOTICE OF DEFAULT AND ELECTION TO SELL
UNDER DEED OF TRUST

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION. You may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account (normally five business days prior to the date set for the sale of your property). No sale may be set until three months from the date this notice of default is recorded (which date of recordation appears on this notice). This amount is \$8,972.01 as of 1/16/2009 and will increase until your account becomes current.

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition of reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have the pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than the three-month period stated above) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.

To find out the amount you must pay, or arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

Indymac Bank FSB
C/O Quality Loan Service Corp.
2141 5th Avenue
San Diego, CA 92101
619-645-7711

2
21
2009078317

03/17/2009 11:37 AM

OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 18.00

Recording requested by:

PNO

When recorded mail to:

Quality Loan Service Corp.
2141 5th Avenue
San Diego, CA 92101
619-645-7711



3 PGS

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TS # CA-09-236183-TC
MERS MIN No.:
100360426010529666

Order # 090037958-CA-DCI

Loan # 3002361362

Substitution of Trustee

WHEREAS, HEMENDRA NAIKER, A MARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY was the original Trustor, FIDELITY NATIONAL TITLE COMPANY was the original Trustee, and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. A NOMINEE FOR EXPRESS CAPITAL LENDING was the original Beneficiary under that certain Deed of Trust dated 9/19/2006 and recorded on 9/28/2006 as Instrument No. 2006367269, in book xxx, page xxx of Official Records of ALAMEDA County, CA; and

WHEREAS, the undersigned is the present Beneficiary under said Deed of Trust, and

WHEREAS, the undersigned desires to substitute a new Trustee under said Deed of Trust in place and stead of said original Trustee, or Successor Trustee, thereunder, in the manner provided for in said Deed of Trust,

NOW, THEREFORE, the undersigned hereby substitutes QUALITY LOAN SERVICE CORPORATION ,as Trustee under said Deed of Trust.

Whenever the context hereof so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

See Attached Affidavit

Page 1

Substitution of Trustee - CA
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Page 2

Dated: 1/16/2009

IndyMac Federal Bank FSB

By: Eric Tate
Assistant Secretary

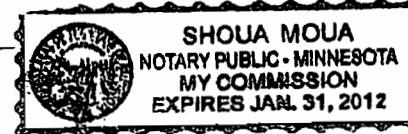
State of WW
County of Dakota)

On 1.27.09 Date before me, Shoua Moua a notary public, personally appeared Eric Tate who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

(Seal)



Shoua Moua
expires
Jan 31, 2012